

GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT
FOR TELEPHONE COMPANY PLANT
BY A CORPORATION

BOOK 289 PAGE 19

STATE OF MISSISSIPPI

Aug 8 10 43 AM '95

Document No.
Century Telephone Enterprises, Inc.
Form No. E.4

BK 289 PG 19

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FOR A VALUABLE CONSIDERATION,
Sumitomo Bank Leasing and Finance, Inc.

a Delaware corporation, its successors and assigns, ("Grantor"), hereby gives and grants to Century Telephone of North Mississippi, Inc.

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a Mississippi corporation, its successors and assigns to have and to hold forever, ("Grantee"), an easement to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of poles, cross arms, anchors, guys, braces, aerial and underground cables and wires, underground conduits and manholes, and appurtenances including, but not limited to, housing for above ground communications equipment and/or other purposes (hereinafter called "telephone company plant") upon, over, in, under, across, along and through that certain real property in the [City, Village, or Town] of Olive Branch, Desoto County, State of Mississippi, described as follows:

BK PG W.E. DAVIS CH. GLK.

Being a part of the Williams Industrial Subdivision, a 30' x 30' easement located in the southeast corner of said 66.60 acres. This easement is adjacent, parallel, and in addition to the existing 15' utility easement along the south and 20' utility easement along the east of said property, and being in the NE $\frac{1}{4}$ section 23, T-1-S, R-6-W. See attached survey plat, on page 3.

Return to:

(hereinafter called "the easement property") and to the fullest extent the Grantor has the right to so grant in connection with the easement property, if at all, beside, upon, over, in, under, across, along and through the roads, alleys, streets, or highways adjoining or running through the easement property.

The location of the telephone company plant presently installed or to be installed is more particularly described as follows:

Along a line within _____ feet (_____) more or less, of the _____ and _____ boundary line(s) of the lands of Grantor and _____ feet (_____) on either side thereof, for a distance of _____ feet.

The Grantee shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted and the right to cut down and control the future growth of all trees and brush which may, in Grantee's judgment, interfere with the use of said easement.

The Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or to the property of the Grantor or others by the construction or maintenance of said telephone company plant.

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement.

The Grantor agrees that all telephone company plant, installed on the above-described premises at the Grantee's expense, shall remain the property of the Grantee, removable at the option of the Grantee.

Prior to the installation of any buried cable facilities by the Grantee, the Grantor agrees to locate and allow the Grantee to mark properly or expose those facilities (i.e. fuel runs, sewage facilities, tanks, water lines, etc.) of which the Grantor is aware if those facilities are or will be buried along the cable route. The Grantor's failure to comply with this provision shall constitute a waiver of all liability associated with any resulting damages to those facilities.

The Grantor covenants that is the owner of the above-described lands.

Dated: July 17, 1995SUMMOND BANK LEASING AND FINANCE, INC.

Name of Corporation

By

William M. Ginn
President

By

David A. Assad
SecretarySTATE OF NEW YORKCOUNTY OF NEW YORK) SS.

On July 17, 1995, before me, the undersigned, a Notary Public in and for said State and County, personally appeared William M. Ginn known to me to be the President and David A. Assad known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or resolution of its board of directors.

[SEAL]

DAVID H. WYSOKI
NOTARY PUBLIC, STATE OF NEW YORK
NO. 41-4986161
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES SEPTEMBER 09, 1997

Name typed or printed

Notary Public of NEW YORKCounty of QUEENSMy commission expires: 1997

Exempt from real estate transfer fee.

Statutory Citation: _____

Telephone Company: CenturyTelephone of North Mississippi, Inc.Exchange: Olive BranchRoute: L-2169Work Order No.: 042-H5200-01

This instrument was drafted by:

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Attorney at Law
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La Crosse, WI 54601
608/791-1602

(#c1004.1m)

